

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BRYAN SWETZ, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

THE CLOROX COMPANY,

Defendant.

Case No. 7:22-cv-09374-PMH

**DECLARATION OF STEVEN WEISBROT, ESQ. OF ANGEION GROUP, LLC
RE: IMPLEMENTATION OF NOTICE PLAN & SETTLEMENT ADMINISTRATION**

I, Steven Weisbrot, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the President and Chief Executive Officer at the class action notice and claims administration firm Angeion Group, LLC (“Angeion”). Angeion specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans.
2. I have personal knowledge of the matters stated herein. In forming my opinions regarding notice in this action, I have drawn from my extensive class action experience. My credentials were provided in the Declaration of Steven Weisbrot, Esq. of Angeion Group, LLC re: Proposed Notice Plan (“Notice Plan Decl.”) (Dkt. No. 33-2 at 3-8).
3. Angeion was appointed to serve as the Claim Administrator to perform and comply with all notice and administration duties ascribed to it in the Class Action Settlement Agreement and Release (“Settlement Agreement”), Preliminary Approval Order, and subsequent orders that may be entered by the Court (Dkt. No. 35 at 9).
4. The purpose of this declaration is to provide the Parties and the Court with a summary of the work performed to implement the Court-approved Notice Plan, and to provide an update regarding the Claim process, requests for exclusion received, and objections to the Settlement.

CLASS ACTION FAIRNESS ACT OF 2005 (“CAFA” NOTICE)

5. The Settlement Agreement was filed with the Court on July 28, 2023. Accordingly, on August 7, 2023, pursuant to 28 U.S.C. §§ 1715(b), Angeion caused notice of the Settlement to be sent to the Attorneys General of all U.S. states and territories, and the Attorney General of the United States (“CAFA Notice”). The CAFA Notice mailing included copies of the documents referenced in the CAFA Notice. A true and correct copy of the CAFA Notice is attached hereto as **Exhibit A**.

SUMMARY OF THE NOTICE PLAN

6. The Notice Plan included direct notice via email combined with a robust media campaign consisting of state-of-the-art targeted internet notice, social media notice, and a paid search campaign. The Notice Plan also provided notice via a sponsored listing on a class action settlement website and included the implementation of a dedicated Settlement Website, and toll-free telephone line where Class Members could learn more about their rights and options pursuant to the terms of the Settlement.

7. The robust media campaign was designed to deliver an approximate 75.20% reach with an average frequency of 3.59 times each by serving approximately twenty (20) million impressions. The media plan **exceeded expectations** by serving over 25.8 million impressions, resulting in an approximate 76.85% reach with an average frequency of 3.62 times each. The approximate 76.85% reach is separate and apart from the email notice efforts, sponsored listing, Settlement Website, and toll-free hotline.

EMAIL NOTICE

8. On November 17, 2023, Angeion received the consumer recall data for 61,027 records. The recall data included the name, email address, recall received date, recall amount, and corresponding UPC codes. Angeion analyzed the data for duplicative records and subjected the email addresses to hygiene and verification processes to identify valid email addresses. As a result of the above-described efforts, Angeion identified 58,458 unique and valid email addresses

(“Email Notice List”).

9. On December 6, 2024, Angeion caused the Class Notice to be sent to the 58,458 email addresses on the Email Notice List. In total, 57,766 Class Notices were delivered, and 692 Class Notices were unable to be delivered – representing an approximate 98.8% email deliverability rate. A true and correct copy of the Class Notice is attached hereto as **Exhibit B**.

MEDIA CAMPAIGN

10. On December 6, 2023, Angeion implemented the state-of-the-art media campaign consisting of internet banner ad notice, social media notice via Facebook and Instagram, and a paid search campaign via Google. The media campaign specifically targeted Pine-Sol consumers via desktop and mobile advertisements (including Facebook and Instagram mobile apps) to notify and drive potential Class Members to the dedicated Settlement website where they could find more information about the Settlement, including their rights and options, and associated deadline date.

11. The media campaign ran for four (4) consecutive weeks and served approximately 25,805,907 combined impressions. True and correct copies of the internet banner notices, and social media notices are attached hereto as **Exhibits C and D**, respectively.

SPONSORED CLASS ACTION WEBSITE LISTING

12. On December 6, 2023, Angeion caused the Settlement to be advertised via a sponsored listing on a leading consumer-facing website, TopClassActions.com. A true and correct copy of the sponsored listing is attached hereto as **Exhibit E**.

SETTLEMENT WEBSITE AND TOLL-FREE PHONE NUMBER

13. On December 6, 2023, Angeion established the following website devoted to this Settlement: www.pssettlement.com (“Settlement Website”). The Settlement Website contains general information about the Settlement, including answers to frequently asked questions, important dates, and deadlines pertinent to this matter, and copies of important documents. The Settlement Website also has a “Contact Us” page whereby Class Members can submit questions

regarding the Settlement to a dedicated email address: Info@pssettlement.com. Class Members were also able to securely submit a Claim Form or Opt-Out request via the Settlement Website.¹

14. The Settlement Website also has an important documents page where the following Court documents can be viewed or downloaded: (1) Class Action Complaint; (2) Settlement Agreement; (3) Preliminary Approval Order; and (4) Plaintiffs' Notice of Motion and Motion for Attorneys' Fees, Litigation Costs, and Service Awards. In addition, the Long Form Class Notice, Claim Form, and Exclusion Form can be viewed or downloaded from the Settlement Website in both English and Spanish. True and correct copies of the English and Spanish versions of the Long Form Class Notice, Claim Form, and Exclusion Form are attached hereto as **Exhibits F, G, and H**, respectively.

15. As of April 30, 2024, the Settlement Website has had 8,186,272 page views and 6,956,329 sessions, which represents the number of individual sessions initiated by all users.

16. On December 6, 2023, Angeion established the following toll-free line dedicated to this case: 1-888-339-9884. The toll-free line utilizes an interactive voice response ("IVR") system to provide Class Members with responses to frequently asked questions, the ability to request a Class Notice or Claim Form and includes general information about the Settlement including important dates and deadlines. The toll-free line is accessible 24 hours a day, 7 days a week.

17. As of April 30, 2024, there have been 310 calls to the toll-free telephone number representing approximately 1,038 minutes of use.

CLAIM FORM SUBMISSIONS & PRELIMINARY CALCULATIONS

Claim Form Submission Summary

18. The deadline for Class Members to submit a Claim Form was February 7, 2024. As of April 30, 2024, Angeion has received 287,790 valid Claim Form submissions ("Valid Claims") that are eligible to receive payment pursuant to the terms of the Settlement Agreement.

19. Of the 287,790 Valid Claims, 581 contained Proof of Purchase. The remaining 287,209 Valid Claims were submitted without Proof of Purchase.

¹ The online claim and opt out portals were deactivated after the February 7, 2024 deadline.

Preliminary Calculations²

20. Pursuant to the Settlement, Clorox has agreed to establish a non-reversionary common fund of \$5,650,000.00 (the “Settlement Fund”), which shall be used to pay all Settlement expenses, including Notice and Other Administrative Costs; the Fee Award; Service Awards; and Class Members’ Claims (Settlement Agreement §3.1).

21. The preliminary calculations assume that the Court grants the following: (1) Attorneys’ Fees in the amount of \$1,883,145.00; (2) Attorneys’ Costs in the amount of \$29,175.16; (3) \$1,000.00 Service Awards for each of the five Class Representatives, totaling \$5,000.00. The preliminary calculations also include Angeion’s total estimated notice and administrative costs in the amount of \$709,689.75. Angeion also recommends including a \$20,000 Reserve Fund to account for any future payment or tax-related needs. Based on these assumptions, the Net Settlement Fund amount that is available to distribute to Valid Claims is \$3,002,990.09, as illustrated in the chart below (the “NSF”):

Preliminary Calculations	
Settlement Fund	\$5,650,000.00
Settlement Fund Deductions	
Attorneys' Fees	\$1,883,145.00
Attorneys' Costs	\$29,175.16
Class Representative Service Awards (5 at \$1000 each)	\$5,000.00
Notice & Administration Fees (through March 2024)	\$594,689.75
Notice & Administration Fees (through completion)	\$115,000.00
Reserve	\$20,000.00
Net Settlement Fund	\$3,002,990.09

22. The total calculated value of the Valid Claims is less than the Net Settlement Fund. Accordingly, pursuant to § 5.6 of the Settlement Agreement, the payment amounts will be increased *pro rata* to use the funds available for distribution to Class Members who submitted Valid Claims.³

² The preliminary calculations are subject to change based on any adjustments made to the assumptions described in paragraph 21 and/or other minor factors such as rounding (*i.e.*, excess funds not able to be distributed evenly). If the assumptions described in paragraph 21 remain accurate, Angeion does not anticipate that the final calculations will deviate much, if at all, from the preliminary calculations provided herein.

³ The Valid Claims total was \$2,039,828.39 prior to the *pro rata* increase.

23. After pro rata adjustment, the NSF will be distributed as follows: (a) \$25,944.88 will be distributed to Class Members who submitted a Valid Claim with Proof of Purchase and (b) \$2,976,703.09 will be distributed to Class Members who submitted a Valid Claim without Proof of Purchase. The average estimated payment for Valid Claims with Proof of Purchase is \$44.65. The average estimated payment for Valid Claims without Proof of Purchase is \$10.36. The below chart summarizes the Valid Claim totals.

Valid Claim Stats			
Valid Claim Description	Count	Amount	Average Estimated Recovery
Without Proof of Purchase	287,209	\$2,976,703.09	\$10.36
With Proof of Purchase	581	\$25,944.88	\$44.65
Total	287,790	\$3,002,647.97	

REQUESTS FOR EXCLUSION

24. The deadline for Class Members to request exclusion from the Settlement was February 7, 2024. Angeion received twenty-one (21) timely requests for exclusion from the Settlement. A list containing the names of the individuals who have requested exclusion from the Settlement is attached hereto as **Exhibit I**.

OBJECTIONS TO THE SETTLEMENT

25. The deadline for Class Members to object to the Settlement was February 7, 2024. Angeion has not received, nor been made aware of any objections to the Settlement.

REACH & FREQUENCY

26. The robust media campaign **exceeded expectations** by serving over 25.8 million impressions, resulting in an approximate 76.85% reach with an average frequency of 3.62 times each. The approximate 76.85% reach is separate and apart from the email notice efforts, sponsored listing, Settlement Website, and toll-free hotline.

27. The Federal Judicial Center states that a publication notice plan that reaches 70% of class members is one that reaches a “high percentage” and is within the “norm.” Barbara J. Rothstein & Thomas E. Willging, Federal Judicial Center, “Managing Class Action Litigation: A Pocket Guide for Judges,” at 27 (3d Ed. 2010).

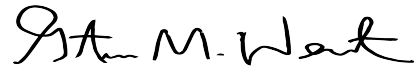
CONCLUSION

28. The Notice Plan included direct notice via email combined with a robust media campaign consisting of state-of-the-art targeted internet notice, social media notice, and a paid search campaign. The Notice Plan also provided notice via a sponsored listing on a class action settlement website and included the implementation of a dedicated Settlement Website, and toll-free telephone line where Class Members could learn more about their rights and options pursuant to the terms of the Settlement.

29. It remains my professional opinion that the Notice Plan provided full and proper notice to Class Members before the claims, opt-out, and objection deadlines. Moreover, it is my opinion that Notice Plan was the best notice that is practicable under the circumstances, fully comporting with due process and Fed. R. Civ. P. 23.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: May 1, 2024

A handwritten signature in black ink, appearing to read "Steven M. Weisbrot", written over a horizontal line.

STEVEN WEISBROT

Exhibit A



1650 Arch Street, Suite 2210
Philadelphia, PA 19103
(p) 215-563-4116
(f) 215-563-8839
www.angeiongroup.com

August 7, 2023

VIA USPS PRIORITY MAIL

United States Attorney General &
Appropriate Officials

Re: Notice of Class Action Settlement

Bryan Swetz, et al. v. The Clorox Company

Dear Counsel or Official:

Angeion Group, an independent claims administrator, on behalf of the defendant in the below-described action, hereby provides your office with this notice under the provisions of the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, to advise you of the following proposed class action settlement:

Case Name: *Bryan Swetz, et al. v. The Clorox Company*

Index Number: 7:22-cv-9374-PMH

Jurisdiction: United States District Court Southern District of New York

Date Settlement Filed with Court: July 28, 2023

In accordance with the requirements of 28 U.S.C. § 1715, please find copies of the following documents associated with this action on the enclosed CD-ROM:

1. **28 U.S.C. § 1715(b)(1)-Complaint:** The *Class Action Complaint* was filed with the Court on November 1, 2022. A copy is included on the CD-ROM.
2. **28 U.S.C. § 1715(b)(2)-Notice of Any Scheduled Judicial Hearings:** There are no judicial hearings currently scheduled.
3. **28 U.S.C. § 1715(b)(3)-Notification to Class Members:** The proposed *Claim Form, Exclusion Form, Banner Ad, Long Form Notice, and Short Form Notice*, filed with the Court on July 28, 2023, as exhibits to the Settlement Agreement are included on the CD-ROM.
4. **28 U.S.C. § 1715(b)(4)-Class Action Settlement Agreement:** The *Class Action Settlement Agreement and Release* was filed with the Court on July 28, 2023. *Declaration Of Jason P. Sultzer In Support Of Plaintiffs Motion For Preliminary Approval Of Class Action Settlement, Preliminary Certification Of Settlement Class, Approval Of Notice Plan and Notice Of Motion and Motion For Preliminary Approval Of Class Action Settlement and Plaintiffs Memorandum Of Law In Support Of Motion For Preliminary Approval Of Class*

Action Settlement, Preliminary Certification Of Settlement Class, and Approval Of Notice Plan, filed with the Court on July 28, 2023, are also included on the enclosed CD-ROM.

5. **28 U.S.C. § 1715(b)(5)-Any Settlement or Other Agreements:** Other than the *Class Action Settlement Agreement and Release*, no other settlements or other agreements have been contemporaneously made between the Parties.
6. **28 U.S.C. § 1715(b)(6)-Final Judgment:** The Court has not issued a Final Judgment or notice of dismissal as of the date of this CAFA Notice.
7. **28 U.S.C. § 1715(b)(7)(B)-Estimate of Class Members:** As the Products that are the subject matter of the litigation are sold nationwide, it is possible that Class Members may be domiciled anywhere in the United States and its Territories. Class Member awards are subject to the information provided by Class Members on the claim form. Therefore, it is not feasible to estimate the number or domicile of potential Class Members, nor the estimated awards Class Members may receive at this time.
8. **28 U.S.C. §1715(b)(8)-Judicial Opinions Related to the Settlement:** The Court has not issued a judicial opinion related to the Settlement at this time.

If you have questions or concerns about this notice, the proposed settlement, or the enclosed materials, or if you did not receive any of the above-listed materials, please contact this office.

Sincerely,

Angeion Group
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
(p) 215-563-4116
(f) 215-563-8839

Enclosures

Exhibit B

From: Pine-Sol Settlement Class Administrator <info@pssettlement.com>
Sent: Wednesday, December 6, 2023
To: [REDACTED]
Subject: PINE-SOL: NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If you purchased certain Pine-Sol® Scented products in the United States between November 1, 2018, and November 15, 2023, a class action settlement could affect your rights.

A federal court authorized this Notice. It is not a solicitation from a lawyer.

Notice ID: [REDACTED]

Confirmation Code: [REDACTED]

Dear [REDACTED],

A Settlement has been reached with The Clorox Company, (“Clorox” or “Defendant”) in a class action lawsuit about Pine-Sol® Scented products that were subject to a recall announced by Clorox and the United States Consumer Product Safety Commission on or around October 25, 2022. The Pine-Sol® products included in this Settlement (“Class Products”) include Pine-Sol® Multi-Surface Cleaners in Lavender Clean®, Sparkling Wave®, and Lemon Fresh scents; all CloroxPro® Pine-Sol® All Purpose Cleaners in Lavender Clean®, Sparkling Wave®, Lemon Fresh, and Orange Energy® scents; and Clorox® Professional™ Pine-Sol® Lemon Fresh cleaners. This Settlement resolves the following civil actions brought against Clorox following the recall: *Swetz v. Clorox Co.*, No. 7:22-cv-9374-PMH (S.D.N.Y.) (the “Swetz Action”), *Charles v. Clorox Co.*, No. 4:22-cv-6855-HSG (N.D. Cal.) (the “Charles Action”), and *Kossel v. Clorox Co.*, No. 7:22-cv-10450-PMH (S.D.N.Y.) (the “Kossel Action”). Original (Pine Scent) is not included in the Settlement.

What does the Settlement provide?

Clorox has agreed to pay five million, six hundred fifty thousand dollars (\$5,650,000) in cash to the Settlement Fund for payment of the following: (i) Cash Awards to Settlement Class Members who submit a valid Claim Form; (ii) Notice and Other Administrative Costs actually incurred by the Class Administrator; (iii) Attorneys’ Fees and Costs, as may be ordered by the Court, and (iv) any Service Award to the Class Representatives, not to exceed \$1,000 per

Class Representative, as may be ordered by the Court.

Who is included in the Settlement Class?

The Settlement Class includes all persons in the United States who, between November 1, 2018, and November 15, 2023, purchased in the United States, for household use and not for resale or distribution, one or more of the Class Products.

How do I get a payment from the Settlement?

To qualify for a settlement payment, you must complete and submit a [Claim Form](#) by **February 7, 2024**. You may complete and submit a [Claim Form](#) online at www.PSSettlement.com or mail a completed [Paper Claim Form](#) to Pine-Sol Settlement, c/o Class Administrator, 1650 Arch St, Ste 2210, Philadelphia, PA 19103. Claim Forms are also available by calling 1-888-339-9884, or by emailing Info@PSSettlement.com.

What are my options?

If you are a Settlement Class Member and do nothing, you will be bound by the Settlement and will give up any right to separately sue any of the Released Parties, including the Defendant, for the claims made in this lawsuit and released by the Class Action Settlement Agreement and Release ("Settlement Agreement"). If you don't want to be legally bound by the Settlement, you must exclude yourself from it by **February 7, 2024**. Unless you exclude yourself, you won't be able to sue or continue to sue the Defendant for any claim made in this lawsuit or released by the Settlement. If you stay in the Settlement (*i.e.*, don't exclude yourself), you may object to it or ask for permission for you or your lawyer to appear and speak at the Final Approval Hearing – at your own cost – but you don't have to. Objections and requests to appear are due by **February 7, 2024**. Detailed information on how to exclude yourself from the Settlement or object to the Settlement is available at www.PSSettlement.com.

Do I have a Lawyer?

Yes. The Court has appointed the following law firms to represent the Settlement Class as Class Counsel:

- The Sultz Law Group, P.C.
- Levin, Sedran, & Berman LLP
- Leeds Brown Law, P.C.
- Squitieri & Fearon, LLP

You will not be charged for their services. Class Counsel will ask the Court for an award of attorneys' fees and costs, as well as reasonable expenses incurred in the litigation. They will also ask the Court to approve Service Award payments for each of the Class Representatives

not to exceed \$1,000 each. The Court may award less than these amounts. If approved, these fees, costs and awards will be paid from the Settlement Fund.

The Court's hearing.

The Court will hold a Final Approval Hearing at **11:00 a.m. on May 22, 2024**, in Courtroom 520, located at The Hon. Charles L. Brieant Jr. Federal Building and United States Courthouse, 300 Quarropas St., White Plains, NY 10601-4150. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. It will also consider whether to approve Class Counsel's request for an award of Attorneys' Fees and Costs, as well as Service Awards to the Class Representatives. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. You or your own lawyer may appear and speak at the hearing at your own expense, but there is no requirement that you or your own lawyer do so. After the hearing, the Court will decide whether to approve the Settlement.

This notice is only a summary.

For more information, including the [Long Form Notice](#) and [Settlement Agreement](#), visit www.PSSettlement.com, email Info@PSSettlement.com, or call 1-888-339-9884.


[Unsubscribe](#)

Exhibit C

160 pixels x 600 pixels

If you purchased certain Pine-Sol® Scented products in the U.S. between November 1, 2018 and November 15, 2023, a class action settlement may affect your rights.

[LEARN MORE](#)



*Original (Pine scent) is not included

300 pixels x 600 pixels

If you purchased certain Pine-Sol® Scented products in the U.S. between November 1, 2018 and November 15, 2023, a class action settlement may affect your rights.

[LEARN MORE](#)



*Original (Pine scent) is not included

300 pixels x 250 pixels

If you purchased certain Pine-Sol® Scented products in the U.S. between November 1, 2018 and November 15, 2023, a class action settlement may affect your rights.

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*Original (Pine scent) is not included

300 pixels x 50 pixels




If you purchased certain Pine-Sol® Scented products in the U.S. between November 1, 2018 and November 15, 2023, a class action settlement may affect your rights.

*Original (Pine scent) is not included

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320 pixels x 50 pixels



If you purchased certain Pine-Sol® Scented products in the U.S. between November 1, 2018 and November 15, 2023, a class action settlement may affect your rights.

*Original (Pine scent) is not included

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728 pixels x 90 pixels



If you purchased certain Pine-Sol® Scented products in the U.S. between November 1, 2018 and November 15, 2023, a class action settlement may affect your rights.

*Original (Pine scent) is not included

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Exhibit D

Facebook



Angeion Group

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X

If you bought certain Pine-Sol Scented® products between November 1, 2018 and November 15, 2023, you may be entitled to compensation.



*Original (Pine scent) is not included

PSETTLEMENT.COM

Pine-Sol Scented® Settlement

Learn more

Check if you are eligible

Instagram



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*Original (Pine scent) is not included

Learn more

>





angeion_group If you bought certain Pine-Sol Scented® products between November 1, 2018 and November 15 , 2023, you may be entitled to compensation.

Exhibit E

Pine-Sol proposed \$5.65 million class action settlement



Top Class Actions | December 6, 2023

Category: [Uncategorized](#)

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(Photo credit: VGstockstudio/Shutterstock)

EDITOR'S NOTE: This content has been sponsored and edited for clarity in collaboration with the sponsor.

If you purchased certain Pine-Sol® Scented products in the United States between Nov. 1, 2018, and Nov. 15, 2023, a class action settlement could affect your rights.

Clorox agreed to a \$5.65 million class action lawsuit settlement to resolve claims it sold certain scented Pine-Sol products contaminated with Pseudomonas aeruginosa bacteria.

The class is made up of anyone in the United States who, between Nov. 1, 2018, and Nov. 15, 2023, purchased in the United States for household use and not for resale or distribution, one or more Pine-Sol Scented products, including Pine-Sol Multi-Surface Cleaners in Lavender Clean, Sparkling Wave and Lemon Fresh scents; all CloroxPro Pine-Sol All Purpose Cleaners in Lavender Clean, Sparkling Wave, Lemon Fresh and Orange Energy scents; and Clorox Professional Pine-Sol Lemon Fresh cleaners. Original (Pine Scent) is not included in the settlement.

Consumers filed class action lawsuits after Clorox announced on or around Oct. 25, 2022, that laboratory testing identified Pseudomonas aeruginosa bacteria in certain scented Pine-Sol products. The company, along with the U.S. Consumer Product Safety Commission, initiated a recall.

The defendant denies all claims and that they violated any law. The plaintiffs and the defendant agreed to a settlement to avoid the costs and risks of a trial and to allow class members to receive payments from the settlement. The plaintiffs and their attorneys think the settlement is best for all class members.

Under the terms of the Pine-Sol settlement, all class members who submit a valid and timely claim form are eligible to receive a monetary payment.

Class members who submit a claim with no proof of purchase are eligible to receive \$3.57 per class product purchased, up to a maximum of two, for a total potential payment of \$7.14.

Class members who submit proof of purchase along with their claim are entitled to receive a full refund of the documented amount spent on the class products. Those who received a refund for one or more class products in connection with the recall will not receive a payment for the refunded products.

The settlement administrator may adjust payment amounts on a pro rata basis so the total amount paid to all class members equals the available funds.

The deadline to opt out of or object to the settlement is Feb. 7, 2024.

The final hearing is scheduled for May 22, 2024.

Consumers must submit claim forms no later than Feb. 7, 2024.

Who's Eligible

Anyone in the United States who, between Nov. 1, 2018, and Nov. 15, 2023, purchased in the United States, for household use and not for resale or distribution, one or more Pine-Sol Scented products, including Pine-Sol Multi-Surface Cleaners in Lavender Clean, Sparkling Wave and Lemon Fresh scents; all CloroxPro Pine-Sol All Purpose Cleaners in Lavender Clean, Sparkling Wave, Lemon Fresh and Orange Energy scents; and Clorox Professional Pine-Sol Lemon Fresh cleaners. Original (Pine Scent) is not included in the settlement.

Potential Award

Varies.

Proof of Purchase

No proof of purchase is necessary; however, class members who submit proof of purchase, such as a receipt, may be eligible to receive a higher payment.

Claim Form

[CLICK HERE TO FILE A CLAIM »](#)

NOTE: If you do not qualify for this settlement do NOT file a claim.

Remember: you are submitting your claim *under penalty of perjury*. You are also harming other eligible Class Members by submitting a fraudulent claim. If you're unsure if you qualify, please read the FAQ section of the Settlement Administrator's website to ensure you meet all standards (Top Class Actions is not a Settlement Administrator). If you don't qualify for this settlement, check out our database of other [open class action settlements](#) you may be eligible for.

Claim Form Deadline

02/07/2024

Case Name

- Swetz v. Clorox Co.*, Case No. 7:22-cv-09374-PMH, in the U.S. District Court for the Southern District of New York
- Charles v. Clorox Co.*, Case No. 4:22-cv-6855-HSG, in the U.S. District Court for the Northern District of California
- Kossel v. Clorox Co.*, Case No. 7:22-cv-10450-PMH, in the U.S. District Court for the Southern District of New York

Final Hearing

05/22/2024

Settlement Website

[PSSettlement.com](#)

Claims Administrator

Pine-Sol Settlement
c/o Class Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
Info@PSSettlement.com
1-888-339-9884

Class Counsel

THE SULTZER LAW GROUP PC

Defense Counsel

JENNER & BLOCK LLP


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Exhibit F

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF NEW YORK

Swetz v. Clorox Co., Case No. 7:22-cv-09374-PMH (S.D.N.Y.)

Charles v. Clorox Co., No. 4:22-cv-6855-HSG (N.D. Cal.)

Kossel v. Clorox Co., No. 7:22-cv-10450-PMH (S.D.N.Y.)

If you purchased Pine-Sol® Scented products in the United States between November 1, 2018, and November 15, 2023, a class action settlement could affect your rights.

A federal court authorized this Notice. You are not being sued.

This is not a solicitation from a lawyer.

- A Settlement has been reached with The Clorox Company, (“Clorox” or “Defendant”) in a class action lawsuit about Pine-Sol® Scented products that were subject to a recall announced by Clorox and the United States Consumer Product Safety Commission on or around October 25, 2022. The Pine-Sol® products included in this Settlement (“Class Products”) include all Pine-Sol® Scented products, including, but not limited to, Pine-Sol® Multi-Surface Cleaners in Lavender Clean®, Sparkling Wave®, and Lemon Fresh scents; all CloroxPro® Pine-Sol® All Purpose Cleaners in Lavender Clean®, Sparkling Wave®, Lemon Fresh, and Orange Energy® scents; and Clorox® Professional™ Pine-Sol® Lemon Fresh cleaners.
- You are included in this Settlement as a Class Member if you are a natural person who between November 1, 2018, and November 15, 2023, purchased in the United States, for household use and not for resale or distribution, one or more of the Class Products.
- Your rights are affected whether you act or do not act. Please read this Notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	<p>The only way to receive a cash payment from this Settlement is by submitting a valid and timely Claim Form.</p> <p>You can submit your Claim Form online at www.PSSettlement.com or download the Claim Form from the Settlement Website and mail it to the Class Administrator. You may also call or email the Class Administrator to receive a paper copy of the Claim Form.</p>	February 7, 2024
OPT OUT OF THE SETTLEMENT	<p>You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can elect your own legal counsel at your own expense.</p>	February 7, 2024
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	<p>If you do not opt out of the Settlement, you may object to it by writing to the Court about why you do not like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also submit a claim form.</p>	February 7, 2024
DO NOTHING	<p>Unless you opt out of the settlement, you are automatically part of the Settlement. If you do nothing, you will not get a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.</p>	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

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BASIC INFORMATION

1. Why was this Notice issued?

A federal court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The Honorable Philip M. Halpern of the United States District Court for the Southern District of New York is overseeing this class action.

2. What is this lawsuit about?

On or around October 25, 2022, Clorox announced that laboratory testing had identified *Pseudomonas aeruginosa* bacteria in certain of its Pine-Sol® Scented products, and in coordination with the U.S. Consumer Product Safety Commission (“CPSC”), initiated a recall of certain Pine-Sol® products.

This Settlement resolves the following civil actions brought against Clorox following the recall: *Swetz v. Clorox Co.*, No. 7:22-cv-9374-PMH (S.D.N.Y.) (the “Swetz Action”), *Charles v. Clorox Co.*, No. 4:22-cv-6855-HSG (N.D. Cal.) (the “Charles Action”), and *Kossel v. Clorox Co.*, No. 7:22-cv-10450-PMH (S.D.N.Y.) (the “Kossel Action”), except that the Settlement does not resolve or release the physical or bodily injury claims on behalf of the *Kossel* Plaintiffs, or the Physical Injury Class in the *Kossel* Action or physical or bodily injury claims of any Settlement Class Member.

Clorox denies the allegations in the *Swetz* Action, the *Charles* Action, and the *Kossel* Action (collectively, the “Actions”) and denies any liability to the Class Representatives or any member of the putative classes the Class Representatives seek to represent in the Actions.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are known as “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “class” or “class members.” One court resolves the lawsuit for all class members, except for those who opt out from a settlement. In this Settlement, the Class Representatives are Bryan Swetz, Michael Charles, Olivia Kossel, Tina Donohue, and Alyce Lacey.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or the Defendant. The Defendant denies all claims and that they violated any law. Plaintiffs and the Defendant agreed to a Settlement to avoid the costs and risks of a trial, and to allow Class Members to receive payments from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is in the Settlement?

The Settlement Class includes all persons in the United States who, between November 1, 2018, and November 15, 2023, purchased in the United States, for household use and not for resale or distribution, one or more of the Class Products.

The Class Products include all Pine-Sol® Scented products, including, but not limited to, Pine-Sol® Multi-Surface Cleaners in Lavender Clean®, Sparkling Wave®, and Lemon Fresh scents; all CloroxPro® Pine-Sol® All Purpose Cleaners in Lavender Clean®, Sparkling Wave®, Lemon Fresh, and Orange Energy® scents; and Clorox® Professional™ Pine-Sol® Lemon Fresh cleaners.

6. Are there exceptions to being included?

Yes. The Settlement Class does not include: (1) the Honorable Philip M. Halpern; (2) any member of his immediate family; (3) Defendant; (4) any entity in which a Defendant has a controlling interest; (5) any of Defendant's subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns; and (6) any persons who timely exclude themselves from the Settlement Class.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by emailing or writing to Class Administrator at:

Pine-Sol Settlement
c/o Class Administrator
1650 Arch St, Ste 2210
Philadelphia, PA 19103
Info@PSSettlement.com

You may also view the Class Action Settlement Agreement and Release ("Settlement Agreement") at www.PSSettlement.com.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Clorox has agreed to pay five million, six hundred fifty thousand dollars (\$5,650,000) in cash to the Settlement Fund for payment of the following: (i) Cash Awards to Settlement Class Members who submit a valid Claim Form; (ii) Notice and Other Administrative Costs actually incurred by the Class Administrator; (iii) Attorneys' Fees and Costs, as may be ordered by the Court, and (iv) any Service Award to the Class Representatives, not to exceed \$1,000 per Class Representative, as may be ordered by the Court.

8. How much will my payment be?

All members of the Settlement Class who submit a valid and timely Claim Form (“Approved Claim”) are eligible to receive monetary relief as set forth below. No payments will be made to any members of the Settlement Class who do not submit an Approved Claim. A maximum of one (1) Claim Form may be submitted per household.

- Cash Award without Proof of Purchase.**
 Each Class Member who submits an Approved Claim that is not accompanied by Proof of Purchase shall be entitled to receive a total of \$3.57 USD per Class Product purchased, which reflects the average retail price of the Class Products during the Class Period, up to a maximum of two (2) Class Products.
- Cash Award with Proof of Purchase.**
 Each Class Member who submits an Approved Claim that is accompanied by Proof of Purchase shall be entitled to receive a full refund of the amount of money he or she spent on the Class Products that is documented by Proof of Purchase. A Class Member who received a refund for one or more of the Class Product(s) in connection with the Recall shall not receive a Cash Award for refunded Class Product(s) but may receive a Cash Award for Class Product(s) not refunded in connection with the Recall.

Each Class Member’s payment shall be increased or decreased on a pro rata basis such that the total amount paid to all Class Members equals funds available for Class Member Cash Awards.

9. What claims am I releasing if I stay in the Settlement Class?

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The “Releases” section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at www.PSSettlement.com.

HOW TO GET A PAYMENT - MAKING A CLAIM

10. How do I submit a claim and get a cash payment?

To qualify for a settlement payment, you must complete and submit a Claim Form by **February 7, 2024**. You may complete and submit a Claim Form online at www.PSSettlement.com or mail a completed Claim Form to Pine-Sol Settlement, c/o Class Administrator, 1650 Arch St, Ste 2210, Philadelphia, PA 19103. Claim Forms are also available by calling 1-888-339-9884, or by emailing Info@PSSettlement.com.

11. What is the deadline for submitting a claim?

If you submit a claim by U.S. mail, the completed and signed Claim Form must be postmarked by **February 7, 2024**. If submitting a Claim Form online, you must do so by **February 7, 2024**.

12. When will I get my payment?

The Court will hold a Final Approval Hearing at **11:00 a.m. on May 22, 2024**, in Courtroom 520, located at The Hon. Charles L. Brieant Jr. Federal Building and United States Courthouse, 300 Quarropas St., White Plains, NY 10601-4150. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. After the hearing, the Court will decide whether to approve the Settlement.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed as soon as possible if the Court grants Final Approval of the Settlement and after any appeals are resolved.

The briefs and declarations in support of the Final Approval of the Settlement and the requests described above will be posted on the Settlement Website, www.PSSettlement.com, after they are filed. You may ask to appear at the hearing, but you do not have to appear. The date and time of the Final Approval Hearing is also subject to modification by the Court. Please review the Settlement Website for any updated information regarding the final hearing.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed these law firms to represent the Settlement Class as Class Counsel:

The Sultz Law Group, P.C.
270 Madison Avenue, Suite 1800
New York, NY 10016

Levin Sedran & Berman
510 Walnut Street, Suite 500
Philadelphia, PA 19106

Leeds Brown Law, P.C.
1 Old Country Road, Suite 347
Carle Place, NY 11514

Squitieri & Fearon, LLP
305 Broadway, 7th Floor
New York, NY 10007

14. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel works for you. You will not be charged for Class Counsel's services. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys' fees and costs, as well as reasonable expenses incurred in the litigation. They will also ask the Court to approve Service Award payments for each of the Class Representatives not to exceed \$1,000 each. The Court may award less than these amounts. If approved, these fees, costs and awards will be paid from the Settlement Fund.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class. The deadline for requesting exclusion from the Settlement is **February 7, 2024**.

To exclude yourself from the Settlement, you must submit an Opt-Out Form online at www.PSSettlement.com or by mailing a completed and signed Opt-Out Form to the address below. Alternatively, you can submit a written request for exclusion that includes the following information: (i) the name of the litigation, *Swetz v. Clorox Co.*, Case No. 7:22-cv-09374-PMH; (ii) your name and current address; (iii) your personal signature; and (iv) a statement clearly indicating your intent to be excluded from the Settlement (the request can only be made for you, not on another person's behalf).

Your request for exclusion must be submitted online at www.PSSettlement.com or mailed to:

Pine-Sol Settlement
ATTN: Exclusion Request
PO Box 58220
Philadelphia, PA 19102

If you exclude yourself, you are stating to the Court that you do not want to be part of the Settlement. You will not be eligible to receive a payment if you exclude yourself. You may only exclude yourself – not any other person.

If submitted online, the Opt-Out Form or any written request to opt-out must be submitted on or before **February 7, 2024**. If submitted by U.S. mail, the Opt-Out Form, or any written request to opt-out must be postmarked no later than **February 7, 2024**.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

17. How do I tell the Court if I like or do not like the Settlement?

If you are a Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

Each objection must include: (i) a caption or title that clearly identifies the proceeding (*Swetz v. Clorox Co.*, Case No. 7:22-cv-09374-PMH) and that the document is an objection, (ii) information sufficient to identify and contact the objecting Class Member or his or her attorney if represented, (iii) information sufficient to establish the person's standing as a Class Member, (iv) a clear and concise statement of the Class Member's objection, as well as any facts and law supporting the objection, (v) the objector's signature, and (vi) the signature of the objector's counsel, if any.

Class Members must electronically file the objection via the Court's ECF system or deliver it to the Clerk of the Court no later than **February 7, 2024**.

Federal Building and United States Courthouse
Attn: Clerk of Court
300 Quarropas St.
White Plains, NY 10601-4150

18. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When is the Court's Final Approval Hearing?

The Court will hold a Final Approval Hearing at **11:00 a.m. on May 22, 2024**, in Courtroom 520, located at The Hon. Charles L. Brieant Jr. Federal Building and United States Courthouse, 300 Quarropas St., White Plains, NY 10601-4150. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. It will also consider whether to approve Class Counsel's request for an award of Attorneys' Fees and Costs, as well as Service Awards to the Class Representatives. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. You or your own lawyer may appear and speak at the hearing at your own expense, but there is no requirement that you or your own lawyer do so. After the hearing, the Court will decide whether to approve the Settlement.

The date or time of the Final Approval Hearing may change. Please check the Settlement Website, www.PSSettlement.com, for any updates.

20. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you file an objection, you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary for the Court to consider an objection that was filed on time.

IF I DO NOTHING

21. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will give up the rights explained in **Question 9**, including your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties about the legal issues resolved by this Settlement. In addition, you will not receive a payment from this Settlement.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, www.PSSettlement.com.

If you have additional questions, you may contact the Class Administrator by email, phone, or mail:

Email: Info@PSSettlement.com

Toll-Free: 1-888-339-9884

Mail: Pine-Sol Settlement, c/o Class Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Publicly filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the Southern District of New York or reviewing the Court's online docket.

Please do not contact the Court, the Clerk, or the Defendant to inquire about the Settlement.

AVISO SOBRE EL ACUERDO PROPUESTO EN LA DEMANDA COLECTIVA

TRIBUNAL DE DISTRITO DE LOS ESTADOS UNIDOS, DISTRITO SUR DE NUEVA YORK
Swetz contra Clorox Co., Caso N.º 7:22-cv-09374-PMH (Distrito Sur de Nueva York)
Charles contra Clorox Co., N.º 4:22-cv-6855-HSG (Distrito Norte de California)
Kossel contra Clorox Co., N.º 7:22-cv-10450-PMH (Distrito Sur de Nueva York)

Si compró productos perfumados Pine-Sol® en los Estados Unidos entre el 1 de noviembre de 2018 y el 15 de noviembre de 2023, un acuerdo de demanda colectiva podría afectar sus derechos.

Un tribunal federal autorizó este Aviso. Usted no está siendo demandado.
Este no es un ofrecimiento de servicios de parte de un abogado.

- Se ha llegado a un acuerdo con The Clorox Company, ("Clorox" o "el Demandado") en una demanda colectiva sobre productos perfumados Pine-Sol® que fueron objeto de un retiro del mercado anunciado por Clorox y la Comisión de Seguridad de Productos del Consumidor de los Estados Unidos el 25 de octubre de 2022, o alrededor de esa fecha. Los productos Pine-Sol incluidos en este Acuerdo ("los Productos de la Demanda Colectiva") incluyen todos los productos perfumados de Pine-Sol®, incluidos, entre otros, los limpiadores multisuperficie Pine-Sol® en los aromas Lavender Clean®, Sparkling Wave® y Lemon Fresh; todos los limpiadores multiuso CloroxPro® Pine-Sol® en los aromas Lavender Clean®, Sparkling Wave®, Lemon Fresh y Orange Energy®, y los limpiadores Clorox® Professional™ Pine-Sol® en el aroma Lemon Fresh.
- Usted está incluido en este Acuerdo como Miembro de la Demanda Colectiva si es una persona física que, entre el 1 de noviembre de 2018 y el 15 de noviembre de 2023, compró en los Estados Unidos, para uso doméstico y no para reventa o distribución, uno o más de los Productos de la Demanda Colectiva.
- Sus derechos legales se ven afectados, ya sea que actúe o no. Lea atentamente este aviso.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO:		FECHA LÍMITE
PRESENTAR UN RECLAMO	La única manera de recibir un pago en efectivo por parte este Acuerdo es enviando un Formulario de Reclamo válido y oportuno. Puede presentar el Formulario de Reclamo en línea en www.PSSettlement.com o descargar el Formulario de Reclamo del sitio web del Acuerdo y enviarlo por correo postal al Administrador del Acuerdo. También puede llamar al Administrador del Acuerdo para recibir una copia impresa del Formulario de Reclamo.	7 de febrero de 2024
EXCLUIRSE DEL ACUERDO	Si decide excluirse del Acuerdo, no recibirá ningún pago. Si elige esta opción, esto le permitirá demandar, continuar con la demanda o ser parte de otra demanda en contra del Demandado que esté relacionada con los reclamos legales que se resuelvan en este Acuerdo. Puede elegir a su propio abogado y cubrir los gastos.	7 de febrero de 2024
OBJETAR EL ACUERDO Y ASISTIR A LA AUDIENCIA	Si no opta por excluirse del Acuerdo, puede oponerse al mismo y escribirle al Tribunal sobre los motivos por los que no le gusta el Acuerdo. También puede solicitar al Tribunal permiso para hablar sobre su objeción en la Audiencia de Aprobación Final. Si usted objeta, también puede presentar un reclamo para recibir un pago.	7 de febrero de 2024
NO HACER NADA	A menos que opte por excluirse del Acuerdo, automáticamente forma parte del mismo. Si no hace nada, no recibirá ningún pago de este Acuerdo y renunciará a su derecho de demandar, continuar con la demanda o ser parte de otra demanda en contra del Demandado con respecto a los reclamos legales que se resuelvan en este Acuerdo.	No existe una fecha límite.

- Estos derechos y opciones, **así como los plazos para ejercerlos**, se explican en este Aviso.
- El Tribunal a cargo de este caso aún tiene que decidir si aprueba el Acuerdo.

CONTENIDO DE LA PRESENTE NOTIFICACIÓN

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¿Preguntas?

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Llame a la línea de llamadas gratuitas al 1-888-339-9884 o visite www.PSSettlement.com

INFORMACIÓN BÁSICA

1. ¿Por qué se emitió este aviso?

Un tribunal federal autorizó este Aviso ya que usted tiene derecho a saber sobre el Acuerdo propuesto en la Demanda Colectiva y cuáles son todas sus opciones antes de que el Tribunal decida si otorga la aprobación final del Acuerdo. En este Aviso se explica todo lo concerniente a la demanda, sus derechos legales, los beneficios que le corresponden y quiénes pueden recibirlos.

El juez Philip M. Halpern del Tribunal de Distrito de los Estados Unidos para el Distrito Sur de Nueva York supervisa esta demanda colectiva.

2. ¿De qué se trata esta demanda?

El 25 de octubre de 2022, o alrededor de esa fecha, Clorox anunció que las pruebas de laboratorio habían identificado la bacteria *Pseudomonas aeruginosa* en algunos de sus productos perfumados Pine-Sol®, y en coordinación con la Comisión de Seguridad de Productos del Consumidor ("CPSC") inició un retiro del mercado de ciertos productos Pine-Sol®.

El presente Acuerdo resuelve las siguientes acciones civiles presentadas contra Clorox después del retiro del mercado: *Swetz contra Clorox Co.*, N.º 7:22-cv-9374-PMH (Distrito Sur de Nueva York) ("la Acción Swetz"), *Charles contra Clorox Co.*, N.º 4:22-cv-6855-HSG (Distrito Norte de California) ("la Acción Charles"), y *Kossel contra Clorox Co.*, N.º 7:22-cv-10450-PMH (Distrito Sur de Nueva York) ("la Acción Kossel"), excepto que el Acuerdo no resuelve ni libera los reclamos por lesiones físicas o corporales en nombre de los Demandantes de *Kossel*, o los correspondientes a la Demanda Colectiva por Lesiones Físicas en la Acción *Kossel* o los reclamos por lesiones físicas o corporales de cualquier Miembro de la Demanda Colectiva.

Clorox niega las acusaciones en la Acción *Swetz*, la Acción *Charles* y la Acción *Kossel* (colectivamente, "las Acciones") y niega cualquier responsabilidad por cuanto a los Representantes de la Demanda Colectiva o a cualquier miembro de las clases putativas que los Representantes de la Demanda Colectiva buscan representar en las Acciones.

3. ¿Qué es una demanda colectiva?

En una demanda colectiva, una o más personas entablan una demanda en nombre de otras personas con reclamos similares. Estas personas se conocen como "Demandantes" o "Representantes de la Demanda Colectiva". En conjunto, las personas incluidas en la demanda colectiva se denominan "demanda colectiva" o "miembros de la demanda colectiva". Un tribunal resuelve la demanda para todos los miembros de la demanda colectiva, excepto para aquellos que opten por excluirse de un acuerdo. En el presente Acuerdo, los Representantes de la demanda colectiva son Bryan Swetz, Michael Charles, Olivia Kossel, Tina Donohue y Alyce Lacey.

4. ¿Por qué existe un Acuerdo?

El Tribunal no ha emitido un fallo a favor de los Demandantes ni del Demandado. El Demandado niega todas las alegaciones y haber infringido la ley. Los Demandantes y el Demandado llegaron a un Acuerdo para evitar los costos y riesgos de un juicio, y para permitir que los Miembros de la demanda colectiva reciban pagos del Acuerdo. Los Demandantes y sus abogados consideran que llegar a un Acuerdo es lo mejor para todos los Miembros de la Demanda Colectiva.

¿QUIÉN ESTÁ INCLUIDO EN EL ACUERDO?

5. ¿Quién está incluido en el Acuerdo?

La Demanda colectiva incluye a todas las personas en los Estados Unidos que, entre el 1 de noviembre de 2018 y el 15 de noviembre de 2023, compraron en los Estados Unidos, para uso doméstico y no para reventa o distribución, uno o más de los Productos de la Demanda Colectiva.

Los Productos de la Demanda Colectiva incluyen todos los productos perfumados Pine-Sol, entre los que se encuentran los limpiadores multisuperficie Pine-Sol® en los aromas Lavender Clean®, Sparkling Wave® y Lemon Fresh; todos los limpiadores multiuso CloroxPro® Pine-Sol® en los aromas Lavender Clean®, Sparkling Wave®, Lemon Fresh y Orange Energy®, y los limpiadores Clorox® Professional™ Pine-Sol® en el aroma Lemon Fresh.

6. ¿Hay excepciones para ser incluido?

Sí. El Acuerdo de Demanda Colectiva no incluye: (1) al juez Philip M. Halpern; (2) a cualquier miembro de su familia inmediata; (3) al Demandado; (4) a cualquier entidad en la que un Demandado tenga una participación mayoritaria; (5) cualquiera de las subsidiarias, matrices, afiliadas y los funcionarios, directores, empleados, representantes legales, herederos, sucesores o cesionarios del Demandado; y (6) cualquier persona que se excluya oportunamente del Acuerdo de la Demanda Colectiva.

Si no está seguro de estar incluido en la Demanda Colectiva, puede solicitar ayuda sin costo enviando un mensaje por correo electrónico o postal al Administrador del Acuerdo a:

Pine-Sol Settlement
c/o Class Administrator
1650 Arch St, Ste 2210
Filadelfia, PA 19103
Info@PSSettlement.com

También puede ver el Acuerdode la Demanda Colectiva y Renuncia ("el Acuerdo de la Demanda Colectiva") en www.PSSettlement.com.

LOS BENEFICIOS DEL ACUERDO

7. ¿Qué proporciona el Acuerdo?

Clorox acordó pagar cinco millones seiscientos cincuenta mil dólares (\$5,650,000) en efectivo al Fondo del Acuerdo para el pago de lo siguiente: (i) Indemnizaciones en Efectivo a los Miembros de la Demanda Colectiva que presenten un Formulario de Reclamo válido; (ii) El Aviso y otros Gastos Administrativos en los que de hecho incurrió el Administrador del Acuerdo; (iii) los Honorarios y Costos de los abogados, según lo ordene el Tribunal, y (iv) cualquier Adjudicación por Servicio a los Representantes de la Demanda Colectiva, por un monto máximo de \$1,000 por Representante de la Demanda Colectiva, según lo ordene el Tribunal.

8. ¿De cuánto será mi pago?

Todos los Miembros de la Demanda Colectiva que presenten un Formulario de Reclamo válido y oportuno ("Reclamo Aprobado") son elegibles para recibir una indemnización monetaria como se establece a continuación. No se llevarán a cabo pagos a ningún Miembro de la Demanda Colectiva que no presente un Reclamo Aprobado. Se puede enviar un (1) Formulario de Reclamo como máximo por hogar.

- **Indemnización en Efectivo sin Comprobante de Compra.**
Cada Miembro de la Demanda Colectiva que presente un Reclamo Aprobado que no esté acompañado del Comprobante de Compra tendrá derecho a recibir un total de \$3.57 USD por Producto de la Demanda Colectiva comprado, monto que refleja el precio minorista promedio de los Productos de la Demanda Colectiva durante el Período de la Demanda Colectiva, por un máximo de dos (2) Productos de la Demanda Colectiva.
- **Indemnización en Efectivo con Comprobante de Compra.**
Cada Miembro de la Demanda Colectiva que presente un Reclamo Aprobado que esté acompañado de un Comprobante de Compra tendrá derecho a recibir un reembolso completo de la cantidad de dinero que gastó en los Productos de la Demanda Colectiva que se encuentran documentados en el Comprobante de Compra. Un Miembro de la Demanda Colectiva que recibió un reembolso por uno o más de los Productos de la Demanda Colectiva en relación con el Retiro del mercado no recibirá una Indemnización en Efectivo por los Productos de la Demanda Colectiva reembolsados, pero puede recibir una Indemnización en Efectivo por los Productos de la Demanda Colectiva no reembolsados en relación con el retiro del mercado.

El pago de cada Miembro de la Demanda Colectiva se incrementará o disminuirá de forma proporcional, de modo que el monto total pagado a todos los Miembros de la Demanda Colectiva sea igual a los fondos disponibles para las Indemnizaciones en Efectivo de los Miembros de la Demanda Colectiva.

9. ¿A qué reclamos estoy renunciando si permanezco en la Demanda Colectiva?

A menos que solicite ser excluido del Acuerdo, no podrá demandar, continuar con la demanda o ser parte de otra demanda en contra del Demandado con respecto a los reclamos legales que se resuelvan

en este Acuerdo. En la sección de “Exoneración de Reclamos” del Acuerdo de la Demanda Colectiva se hace una descripción de los reclamos legales a los que usted renuncia si permanece en el Acuerdo. Puede encontrar el Acuerdo de la Demanda Colectiva en www.PSSettlement.com.

CÓMO RECIBIR UN PAGO: PRESENTAR UN RECLAMO

10. ¿Cómo presento un reclamo para recibir un pago en efectivo?

Para calificar para un pago en virtud del acuerdo, debe completar y enviar un Formulario de Reclamo antes del **7 de febrero de 2024**. Puede completar y enviar un Formulario de Reclamo en línea en www.PSSettlement.com o enviar por correo postal un Formulario de Reclamo completado a la siguiente dirección: Pine-Sol Settlement, c/o Class Administrator, 1650 Arch St, Ste 2210, Philadelphia, PA 19103. Los formularios de reclamo también están disponibles llamando al 1-888-339-9884, o enviando un correo electrónico a Info@PSSettlement.com.

11. ¿Cuál es la fecha límite para presentar un reclamo?

Si presenta un reclamo por el correo postal de los EE. UU., el Formulario de Reclamo completado y firmado debe tener sello postal de antes del **7 de agosto de 2024**. Si presenta un Formulario de Reclamo en línea, debe hacerlo antes del **7 de agosto de 2024**.

12. ¿Cuándo recibiré mi pago?

El Tribunal celebrará una Audiencia de Aprobación Final a las **11:00 a. m. el 22 de mayo de 2024** en la Sala 520 ubicada en The Hon. Charles L. Brieant Jr. Federal Building and United States Courthouse, 300 Quarropas St., White Plains, NY 10601-4150. En esta audiencia, el Tribunal considerará si el Acuerdo es justo, razonable y adecuado. Después de la audiencia, el Tribunal decidirá si aprueba el Acuerdo.

Si el Tribunal aprueba el Acuerdo, podría haber apelaciones. Por lo general, no se puede asegurar si habrá una apelación y, si fuera así, no se puede determinar cuánto tiempo durará hasta que se emita una resolución. Los pagos del Acuerdo se distribuirán tan pronto como sea posible si el Tribunal concede la Aprobación Final del Acuerdo y después de que se resuelva cualquier apelación.

Los escritos y declaraciones en apoyo de la Aprobación Final del Acuerdo y las solicitudes descritas anteriormente se publicarán en el sitio web del Acuerdo, www.PSSettlement.com, una vez presentados. Puede solicitar presentarse en la audiencia, pero no está obligado a hacerlo. La fecha y hora de la Audiencia de Aprobación Final también están sujetas a modificaciones por parte del Tribunal. Revise el sitio web del Acuerdo para obtener información actualizada sobre la audiencia final.

LOS ABOGADOS QUE LO REPRESENTAN

13. ¿Tengo un abogado en el caso?

Sí. El Tribunal ha designado a los siguientes bufetes para representar a los Miembros de la Demanda Colectiva.

The Sultzer Law Group, P.C.
270 Madison Avenue, Suite 1800
Nueva York, NY 10016

Levin Sedran & Berman
510 Walnut Street, Suite 500
Filadelfia, PA 19106

Leeds Brown Law, P.C.
1 Old Country Road, Suite 347
Carle Place, NY 11514

Squitieri & Fearon, LLP
305 Broadway, 7th Floor
Nueva York, NY 10007

14. ¿Debo contratar a mi propio abogado?

No necesita contratar a su propio abogado porque los abogados de la Demanda Colectiva trabajarán para usted. Usted no tendrá que pagar los servicios prestados por los Abogados de la Demanda Colectiva. Si desea ser representado por su propio abogado, puede contratar uno a su cargo.

15. ¿Cómo se les pagará a los abogados?

Los Abogados de la Demanda Colectiva solicitarán al Tribunal una adjudicación por los honorarios y costos de los abogados, así como por los gastos razonables incurridos en el litigio. También le solicitarán al Tribunal que apruebe una Adjudicación por Servicios para cada uno de los Representantes de la Demanda Colectiva que no supere los \$1,000 para cada uno. El tribunal puede otorgar adjudicaciones menores que los montos solicitados. Si se aprobaran, estos honorarios, gastos y adjudicaciones se pagarán del Fondo del Acuerdo.

EXCLUSIÓN DEL ACUERDO POR DECISIÓN PROPIA

16. ¿Cómo me excluyo del Acuerdo?

Si no desea recibir ningún beneficio del Acuerdo y quiere conservar su derecho, si lo tuviera, a demandar por separado al Demandado con respecto a los asuntos legales de este caso, deberá tomar medidas para solicitar ser excluido de la Demanda Colectiva. A esto se denomina “optar por excluirse” del Acuerdo de la Demanda Colectiva. La fecha límite para solicitar la exclusión del Acuerdo es el **7 de febrero de 2024**.

Para solicitar ser excluido del Acuerdo, debe llenar y firmar el Formulario de Exclusión y presentarlo en línea en www.PSSettlement.com o enviarlo por correo postal de los EE. UU. a la dirección que aparece más adelante. Como alternativa, puede enviar una solicitud de exclusión por escrito que contenga la siguiente información: (i) el nombre del litigio, *Swetz contra Clorox Co.*, Caso N.º 7:22-cv-09374-PMH; (ii) su nombre y dirección actual; (iii) su firma personal, y (iv) una declaración en la que indique claramente su intención de quedar excluido del Acuerdo (la solicitud solo puede hacerse en su nombre, no en nombre de otra persona).

Su solicitud de exclusión debe enviarse en línea en www.PSSettlement.com o por correo postal a:

Pine-Sol Settlement
ATTN: Exclusion Request
P.O. Box 58220
Filadelfia, PA 19102

Si se excluye por decisión propia, estará indicando al Tribunal que no quiere ser parte del Acuerdo. No calificará para recibir un pago si se excluye por decisión propia. Solamente puede excluirse usted mismo, no a otra persona.

Si se envía en línea, el Formulario de Exclusión o cualquier solicitud por escrito para optar por no participar debe enviarse a más tardar el **7 de febrero de 2024**. Si se envía por correo postal de los EE. UU., el Formulario de Exclusión o cualquier solicitud por escrito de exclusión deberá llevar sello postal a más tardar el **7 de febrero de 2024**.

COMENTAR U OBJETAR EL ACUERDO

17. ¿Cómo le digo al Tribunal que concuerdo o no concuerdo con el Acuerdo?

Si usted es un Miembro de la Demanda Colectiva, puede elegir (pero no está obligado a) objetar al Acuerdo si no le gusta o no está de acuerdo con la totalidad o una parte del mismo. Puede explicar los motivos por los cuales considera que el Tribunal no debería aprobarlo. El Tribunal tomará en cuenta su punto de vista.

Cada objeción debe incluir lo siguiente: (i) una referencia o título que identifique claramente el procedimiento (*Swetz contra Clorox Co.*, Caso N.º 7:22-cv-09374-PMH) y que el documento es una objeción, (ii) información suficiente para identificar y contactar al Miembro de la Demanda Colectiva que presenta la objeción o a su abogado (si está representado), (iii) información suficiente para

¿Preguntas?

8

Llame a la línea de llamadas gratuitas al 1-888-339-9884 o visite www.PSSettlement.com

establecer la posición de la persona como Miembro de la Demanda Colectiva, (iv) una declaración clara y concisa de la objeción del Miembro de la Demanda Colectiva, así como cualquier hecho y fundamento legal que respalde la objeción, (v) la firma de quien objeta, y (vi) la firma del abogado del objeter, si corresponde.

Los Miembros de la Demanda Colectiva deben presentar la objeción electrónicamente a través del sistema ECF del Tribunal o entregarla al secretario del Tribunal a más tardar el **7 de febrero de 2024**.

Federal Building and United States Courthouse
Attn: Clerk of Court
300 Quarropas St.
White Plains, NY 10601-4150

18. ¿Cuál es la diferencia entre objetar y excluir?

Objetar es decirle al Tribunal que no está conforme con alguna parte del Acuerdo. Puede objetar el Acuerdo solo si no se excluye del Acuerdo. Excluirse del Acuerdo por decisión propia significa que ha optado por excluirse y le informa al Tribunal que no quiere ser parte del Acuerdo. Si se excluye del Acuerdo, no puede objetarlo porque ya no le afecta.

LA AUDIENCIA DE APROBACIÓN FINAL DEL TRIBUNAL

19. ¿Cuándo se llevará a cabo la Audiencia de Aprobación Final del Tribunal?

El Tribunal celebrará una Audiencia de Aprobación Final a las **11:00 a. m. el 22 de mayo de 2024** en la Sala 520 ubicada en The Hon. Charles L. Brieant Jr. Federal Building and United States Courthouse, 300 Quarropas St., White Plains, NY 10601-4150. En esta audiencia, el Tribunal considerará si el Acuerdo es justo, razonable y adecuado. Además, el Tribunal considerará si aprueba la solicitud de los Abogados de la Demanda Colectiva sobre el Pago de Honorarios y Gastos, así como las Adjudicaciones por servicio para los Representantes de la Demanda Colectiva. Si hay objeciones, el Tribunal las tendrá en cuenta. El Tribunal escuchará a las personas que hayan pedido hablar en la audiencia. Usted o su abogado pueden comparecer y hablar en la audiencia por su cuenta y cargo, pero no hay ningún requisito que lo establezca. Después de la audiencia, el Tribunal decidirá si aprueba el Acuerdo.

La fecha y hora de la Audiencia de Aprobación Final pueden estar sujetas a cambios. Consulte el sitio web del Acuerdo, www.PSSettlement.com, para conocer las actualizaciones.

20. ¿Tengo que asistir a la Audiencia de Aprobación Final?

No. Los Abogados de la demanda colectiva responderán cualquier pregunta que pueda tener el Tribunal. Si lo desea, puede asistir, haciéndose cargo de esos gastos por su cuenta. Si presenta una objeción, no es necesario que acuda a la Audiencia de Aprobación Final para hablar de ella. Si presenta su objeción por escrito a tiempo, el Tribunal la tendrá en cuenta. También puede pagarle a su propio abogado para que asista, pero no es necesario que lo haga para que el Tribunal considere una objeción que fue presentada a tiempo.

SI NO HAGO NADA

21. ¿Qué pasa si no hago nada en absoluto?

Si usted es un Miembro de la Demanda Colectiva y no hace nada, renunciará a los derechos que se explicaron en la **pregunta 9**, incluido el derecho a iniciar una demanda, continuar con una demanda o ser parte de otra demanda en contra del Demandado y las Partes Exoneradas con respecto a los asuntos legales que se resuelvan en este Acuerdo. Además, no recibirá un pago de este Acuerdo.

OBTENER MÁS INFORMACIÓN

22. ¿Cómo obtengo más información?

Este Aviso es un resumen del Acuerdo propuesto. En el Acuerdo se proporciona información detallada y completa. El Acuerdo de la demanda colectiva y los demás documentos relacionados con este se encuentran disponibles en el sitio web del Acuerdo en www.PSSettlement.com.

Si tiene más preguntas, puede comunicarse con el Administrador del Acuerdo por correo electrónico, teléfono o correo postal.

Correo electrónico: info@PSSettlement.com

Línea de llamadas gratuitas: **1-888-339-9884**

Correo postal: Pine-Sol Settlement, c/o Class Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

También se pueden obtener los documentos presentados y que son de acceso público en la oficina del secretario del Tribunal de Distrito de los Estados Unidos para el Distrito Sur de Nueva York o si consulta el expediente en línea del Tribunal.

No se ponga en contacto con el Tribunal, el Secretario del Tribunal o el Demandado para preguntar sobre el Acuerdo.

Exhibit G

Your claim must be
submitted online or
postmarked by:
February 7, 2024

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SWETZ V. CLOROX CO.
CASE NO. 7:22-CV-09374-PMH

CLAIM FORM

PINE

CLAIM FORM INSTRUCTIONS

1. Complete this Claim Form if you are a member of the Settlement Class and wish to receive a Cash Award in the *Swetz v. Clorox Co.* Settlement.

The Settlement Class includes all persons in the United States who, between November 1, 2018 and November 15, 2023, purchased in the United States, for household use and not for resale or distribution, one or more of the Class Products.

Class Products means all Pine-Sol® Scented products, including, but not limited to, Pine-Sol® Multi-Surface Cleaners in Lavender Clean®, Sparkling Wave®, and Lemon Fresh scents; all CloroxPro® Pine-Sol® All Purpose Cleaners in Lavender Clean®, Sparkling Wave®, Lemon Fresh, and Orange Energy® scents; and Clorox® Professional™ Pine-Sol® Lemon Fresh cleaners.

2. You may submit your Claim Form online at www.PSSettlement.com or by U.S. Mail to the following address: *Pine-Sol Settlement*, c/o Class Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Please make sure to include the completed and signed Claim Form and all supporting materials in one envelope.
3. You must complete the entire Claim Form. Please type or write your responses legibly.
4. Please keep a copy of your Claim Form and any supporting materials you submit. Do not submit your only copy of the supporting documents. Materials submitted will not be returned. Copies of documentation submitted in support of your Claim should be clear and legible.
5. If your Claim Form is incomplete or missing information, the Class Administrator may contact you for additional information. If you do not respond, the Class Administrator will be unable to process your claim, and you will waive your right to receive money under the Settlement.
6. If you have any questions, please contact the Class Administrator by email at Info@PSSettlement.com or by mail at the address listed above.
7. **You must notify the Class Administrator if your contact information changes. If you do not, you may not receive your payment.**
8. **DEADLINE -- Your claim must be submitted online by February 7, 2024. Claim Forms submitted by mail must be mailed to the Class Administrator postmarked no later than February 7, 2024.**

**Your claim must be
submitted online or
postmarked by:
February 7, 2024**

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

**SWETZ V. CLOROX Co.
CASE NO. 7:22-CV-09374-PMH**

CLAIM FORM

PINE

I. YOUR CONTACT INFORMATION AND MAILING ADDRESS

Provide your name and contact information below. You must notify the Class Administrator if your contact information changes after you submit this form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

II. PURCHASE INFORMATION

☐ **Check this box if you are enclosing proof of purchase¹ for one or more Class Products.**

Provide the number of Class Products for which you are providing proof of purchase: _____

Provide the total dollar amount, including taxes, for the Class Products for which you are providing proof of purchase: \$_____. _____

☐ **Check this box if you do not have proof of purchase of a Class Product.**

If you do not have proof of purchase of a Class Product, you may claim up to two (2) Class Products per household. Select the number of Class Products you are claiming.

☐ One (1) Class Product ☐ Two (2) Class Products

¹ Proof of Purchase means an itemized retail sales receipt or other document (including, but not limited to, a retail store club or loyalty card record) showing, at a minimum, the purchase of one or more Class Products in the United States, the purchase price of each Class Product, the date and place of the purchase, the number of units of Class Products purchased.

Your claim must be
submitted online or
postmarked by:
February 7, 2024

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SWETZ V. CLOROX Co.
CASE No. 7:22-CV-09374-PMH

CLAIM FORM

PINE

III. PAYMENT SELECTION

Please select from one of the following payment options:

☐ **Prepaid Mastercard** – Enter the email address where you will receive the Prepaid Mastercard:

☐ **Venmo** - Enter the mobile number associated with your Venmo account: _____ - _____ - _____

☐ **Zelle** - Enter the email address or mobile number associated with your Zelle account:

☐ **Physical Check** - Payment will be mailed to the address provided above.

IV. SIGNATURE AND ATTESTATION UNDER PENALTY OF PERJURY

By signing below and submitting this Claim Form, I hereby swear under penalty of perjury that:

- I am a Class Member in the *Swetz v. Clorox Co.* Settlement;
- All of the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge;
- Nobody else has submitted another claim in connection with this Settlement on my behalf or on behalf of my household; and
- The Class Products I am claiming in Section II of this Claim Form were purchased for household use and not for resale.

Signature

Date: _____
MM DD YYYY

**Su reclamo debe ser
presentado en línea o
tener sello postal antes
del:
7 de febrero de 2024**

**TRIBUNAL DE DISTRITO DE LOS ESTADOS UNIDOS
PARA EL DISTRITO SUR DE NUEVA YORK**

**SWETZ CONTRA CLOROX CO.
CASO N.º 7:22-CV-09374-PMH**

FORMULARIO DE RECLAMO

PINE

INSTRUCCIONES PARA EL FORMULARIO DE RECLAMO

1. Complete este Formulario de Reclamo si es miembro de la Demanda Colectiva y desea recibir una Indemnización en Efectivo en virtud del acuerdo alcanzado en *Swetz contra Clorox Co.*

La Demanda Colectiva incluye a todas las personas en los Estados Unidos que, entre el 1 de noviembre de 2018 y el 15 de noviembre de 2023, compraron en los Estados Unidos, para uso doméstico y no para reventa o distribución, uno o más de los Productos de la Demanda Colectiva.

El término Productos de la Demanda Colectiva se refiere a todos los productos perfumados Pine-Sol, entre los que se encuentran los limpiadores multisuperficie Pine-Sol® en los aromas Lavender Clean®, Sparkling Wave® y Lemon Fresh; todos los limpiadores multiuso CloroxPro® Pine-Sol® en los aromas Lavender Clean®, Sparkling Wave®, Lemon Fresh y Orange Energy®, y los limpiadores Clorox® Professional™ Pine-Sol® en el aroma Lemon Fresh.

2. Los Formularios de Reclamo están disponibles en línea en www.PSSettlement.com, o puede enviar su formulario a través del correo postal de EE. UU. a la dirección: *Pine-Sol Settlement*, c/o Class Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Asegúrese de incluir el Formulario de Reclamo completado y firmado junto con todos los materiales de apoyo en un sobre.
3. Debe llenar todo el Formulario de Reclamo. Escriba sus respuestas con máquina o de forma legible.
4. Conserve una copia de su Formulario de Reclamo y de cualquier material de respaldo que envíe. No envíe su única copia de los documentos de respaldo. Los materiales enviados no serán devueltos. Las copias de la documentación presentada en apoyo de su Reclamo deben ser claras y legibles.
5. Si su Formulario de Reclamo está incompleto o le falta información, el Administrador del Acuerdo puede ponerse en contacto con usted para solicitarle información adicional. Si no responde, el Administrador del Acuerdo no podrá procesar su reclamo y usted renunciará a su derecho a recibir dinero en virtud del Acuerdo.
6. Si tiene alguna pregunta, póngase en contacto con el Administrador del Acuerdo por correo electrónico en Info@PSSettlement.com o por correo postal a la dirección indicada anteriormente.
7. **Debe notificar al Administrador del Acuerdo si su información de contacto cambia. Si no lo hace, es posible que no reciba su pago.**
8. **FECHA LÍMITE: su reclamo debe enviarse en línea antes del 7 de febrero de 2024. Los Formularios de Reclamo enviados por correo postal deben dirigirse al Administrador del Acuerdo con sello postal a más tardar el 7 de febrero de 2024.**

**Su reclamo debe ser
presentado en línea o
tener sello postal antes
del:
7 de febrero de 2024**

**TRIBUNAL DE DISTRITO DE LOS ESTADOS UNIDOS
PARA EL DISTRITO SUR DE NUEVA YORK**

**SWETZ CONTRA CLOROX Co.
CASO N.º 7:22-CV-09374-PMH**

PINE

FORMULARIO DE RECLAMO

I. SU INFORMACIÓN DE CONTACTO Y DIRECCIÓN POSTAL

Proporcione su nombre y datos de contacto a continuación. Debe notificar al Administrador del Acuerdo si su información de contacto se modifica después de haber presentado este formulario.

Nombre

Apellido

Dirección

Ciudad

Estado

Código postal

Dirección de correo electrónico

Número de teléfono

II. INFORMACIÓN DE LA COMPRA

☐ Marque esta casilla si adjunta el comprobante de compra¹ para uno o más Productos de la Demanda Colectiva.

Proporcione el número de Productos de la Demanda Colectiva para los que proporciona el comprobante de compra: _____

Proporcione el monto total en dólares, incluidos los impuestos, correspondiente a los Productos de la Demanda colectiva para los que proporciona el comprobante de compra: \$_____. ____

☐ Marque esta casilla si no tiene un comprobante de compra de un Producto de la Demanda Colectiva.

Si no tiene un comprobante de compra de un Producto de la Demanda Colectiva, puede reclamar hasta dos (2) Productos de la Demanda Colectiva por hogar. Seleccione el número de Productos de la Demanda Colectiva que está reclamando.

☐ Un (1) Producto de la Demanda Colectiva ☐ Dos (2) Productos de la Demanda Colectiva

¹ El Comprobante de Compra se refiere a un recibo de venta minorista detallado u otro documento (incluidas, entre otros, tiendas minoristas por membresía o un registro de tarjeta de fidelidad) que muestre, como mínimo, la compra de uno o más Productos de la Demanda Colectiva en los Estados Unidos, el precio de compra de cada Producto de la Demanda Colectiva, la fecha y el lugar de la compra, además del número de unidades de Productos de la Demanda Colectiva que se adquirieron.

**Su reclamo debe ser
presentado en línea o
tener sello postal antes
del:
7 de febrero de 2024**

**TRIBUNAL DE DISTRITO DE LOS ESTADOS UNIDOS
PARA EL DISTRITO SUR DE NUEVA YORK**

**SWETZ CONTRA CLOROX Co.
CASO N.º 7:22-cv-09374-PMH**

FORMULARIO DE RECLAMO

PINE

III. SELECCIÓN DE PAGO

Seleccione una de las siguientes opciones de pago:

☐ **Tarjeta Mastercard prepagada:** ingrese la dirección de correo electrónico donde recibirá la tarjeta Mastercard prepagada:

☐ **Venmo:** ingrese el número de teléfono celular asociado a su cuenta de Venmo: _____ - _____ - _____

☐ **Zelle:** ingrese el correo electrónico o número de teléfono celular asociado a su cuenta de Zelle:

☐ **Cheque físico:** el pago se enviará a la dirección arriba indicada.

IV. FIRMA Y CERTIFICACIÓN BAJO PENA DE PERJURIO

Al firmar y enviar este Formulario de Reclamo, juro bajo pena de perjurio que:

- Soy Miembro de la Demanda Colectiva en el Acuerdo de *Swetz contra Clorox Co.*
- A mi leal saber y entender, toda la información proporcionada en este Formulario de Reclamo, incluida la documentación de respaldo, es verdadera y correcta.
- Nadie más ha presentado otro reclamo en relación con este Acuerdo en mi nombre o en nombre de mi hogar.
- Y los Productos de la Demanda Colectiva que reclamo en la Sección II del presente Formulario de Reclamo fueron comprados para uso doméstico y no para reventa.

Firma

Fecha: _____
MM DD AAAA

Exhibit H

**Your exclusion must be
submitted online or
postmarked by:
February 7, 2024**

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

**SWETZ V. CLOROX CO.
CASE NO. 7:22-CV-09374-PMH**

PINE

EXCLUSION FORM

SETTLEMENT CLASS MEMBER INFORMATION

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

SIGNATURE AND ATTESTATION

I am a Settlement Class Member who, between November 1, 2018 and November 15, 2023, purchased in the United States, for household use and not for resale or distribution, one or more of the Class Products¹.

I wish to be excluded from the Settlement involving the civil actions styled *Swetz v. Clorox Co.*, No. 7:22-cv-9374-PMH (S.D.N.Y.) (the “Swetz Action”), *Charles v. Clorox Co.*, No. 4:22-cv-6855-HSG (N.D. Cal.) (the “Charles Action”), and *Kossel v. Clorox Co.*, No. 7:22-cv-10450-PMH (S.D.N.Y.) (the “Kossel Action”).

I understand that by submitting this form I am requesting exclusion from the Settlement, and I will not receive a payment from the Settlement.

Signature

Date: _____
MM DD YYYY

**Mail your completed exclusion request to the Class Administrator at the address below, so it is
postmarked by February 7, 2024.**

Pine-Sol Settlement
ATTN: Exclusion Request
PO Box 58220
Philadelphia, PA 19102

¹ Class Products include all Pine-Sol® Scented products, including, but not limited to, Pine-Sol® Multi-Surface Cleaners in Lavender Clean®, Sparkling Wave®, and Lemon Fresh scents; all CloroxPro® Pine-Sol® All Purpose Cleaners in Lavender Clean®, Sparkling Wave®, Lemon Fresh, and Orange Energy® scents; and Clorox® Professional™ Pine-Sol® Lemon Fresh cleaners.

**Su exclusión debe presentarse en línea o tener sello postal antes del:
7 de febrero de 2024**

**TRIBUNAL DE DISTRITO DE LOS ESTADOS UNIDOS
PARA EL DISTRITO SUR DE NUEVA YORK**

**SWETZ CONTRA CLOROX Co.
CASO N.º 7:22-CV-09374-PMH**

PINE

FORMULARIO DE EXCLUSIÓN

INFORMACIÓN DEL MIEMBRO DEL ACUERDO DE LA DEMANDA COLECTIVA

Nombre

Apellido

Dirección

Ciudad

Estado

Código postal

Dirección de correo electrónico

FIRMA Y CERTIFICACIÓN

Soy un Miembro de la Demanda Colectiva que, entre el 1 de noviembre de 2018 y el 15 de noviembre de 2023, compré en los Estados Unidos, para uso doméstico y no para reventa o distribución, uno o más de los Productos de la Demanda Colectiva¹.

Deseo ser excluido del Acuerdo que involucra las acciones civiles denominadas *Swetz contra Clorox Co.*, N.º 7:22-cv-9374-PMH (Distrito Sur de Nueva York) ("la Acción Swetz"), *Charles contra Clorox Co.*, N.º 4:22-cv-6855-HSG (Distrito Norte de California) ("la Acción Charles"), y *Kossel contra Clorox Co.*, N.º 7:22-cv-10450-PMH (Distrito Sur de Nueva York) (la "Acción Kossel").

Entiendo que al enviar este formulario estoy solicitando la exclusión de este Acuerdo, y no recibiré ningún pago en virtud del mismo.

Firma

Fecha: _____
MM DD AAAA

Envíe por correo postal su solicitud de exclusión completada al Administrador del Acuerdo a la dirección que figura a continuación, de manera que tenga el sello postal antes del 7 de febrero de 2024.

Pine-Sol Settlement
ATTN: Exclusion Request
P.O. Box 58220
Philadelphia, PA 19102

¹ Los Productos de la demanda colectiva incluyen todos los productos perfumados Pine-Sol, entre los que se encuentran los limpiadores multisuperficie Pine-Sol® en los aromas Lavender Clean®, Sparkling Wave® y Lemon Fresh; todos los limpiadores multiuso CloroxPro® Pine-Sol® en los aromas Lavender Clean®, Sparkling Wave®, Lemon Fresh y Orange Energy®, y los limpiadores Clorox® Professional™ Pine-Sol® en el aroma Lemon Fresh.

Exhibit I

Pine-Sol
Exclusion List

#	FIRST NAME	LAST NAME
1	TARIQ	AZIKIWE
2	CEDRIC	YOUNGER
3	LAWANDA	DEAN
4	ANTONIO	BRADEN
5	GRACE	ROMERO
6	JENNIFER	MARSHALL
7	JIMMY	HEATH
8	JOHN	DURAN
9	SHARLI	MAXWELL
10	VELOCITY	BOILER WORKS
11	PAMELA	PARLAKIAN
12	JACQUELINE	PRUITT-ADAMS
13	RICHARD	BOATMAN
14	REDONNA	SINGLETON
15	RODNEY	GREEN
16	SANDRA	MARSH
17	SARA	LEARY
18	SHIRLETHA	ANDERSON
19	BARBARA	ANIXTER
20	JOE	JASSO
21	HEATHER	HOLMAN